

# Agenda Item Form

Agenda Date: 9/21/2004

Districts Affected: 1 through 8

Dept. Head/Contact Information: Judy G. Sarabia, Grants Planner, Community Dev. (915) 541-4059

## Type of Agenda Item:

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes              | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds                         | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer                     | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection            | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |  |  |

## Funding Source:

- ☐ General Fund
- ☒ Grant (duration of funds: \_\_\_\_\_ Months)
- ☐ Other Source: \_\_\_\_\_

## Legal:

- ☐ Legal Review Required      Attorney Assigned (please scroll down): Ruth Reyes      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

This item is a resolution for the Mayor to authorize a Child Care Local Match Contribution Agreement effective October 1, 2004 through September 30, 2005 between the City of El Paso and the Upper Rio Grande Workforce Development Board, Inc. to transfer \$106,655 in CDBG funds to URGWDB in return for federal matching funds in the amount of \$314,043 to be utilized for direct child care and quality improvement services. Additionally, the resolution is for the Mayor to authorize an MOU between the City of El Paso, URGWDB, and the Upper Rio Grande Child Care Services Joint Venture, also effective October 1, 2004 through September 30, 2005 for the purpose of obtaining federal matching funds for direct child care and quality improvement services. This grant will benefit Districts 1 through 8.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Grant funded.

## Statutory or Citizen Concerns:

None expected.

## Departmental Concerns:

N/A

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# **R E S O L U T I O N**

## **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Mayor be authorized to sign a Child Care Local Match Contribution Agreement effective October 1, 2004 between the City of El Paso and the Upper Rio Grande Workforce Development Board, Inc. (URGWDB) wherein the City of El Paso agrees to transfer the amount of \$106,655 in Community Development Block Grant (CDBG) funds to URGWDB in return for federal matching funds in the amount of \$314,043 to be utilized for direct child care and quality improvement services; and

That the Mayor be authorized to sign a Memorandum of Understanding between the City of El Paso, the URGWDB and the Upper Rio Grande Child Care Services Joint Venture for the purpose of obtaining federal matching funds for direct child care and quality improvement services; and

That the Mayor be authorized to sign any amendments to the above-referenced Agreements or Memorandum of Understanding which might be necessary to commit additional United Way funds to receive additional federal matching child care funds or to extend the time period to expend the federal matching child care funds provided that no additional CDBG funds are required, upon approval of the City Attorney's Office and the Director of Community and Human Development or the Deputy CAO for Quality of Life Services.

**ADOPTED** this 21<sup>st</sup> day of September, 2004.

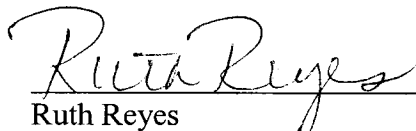
**THE CITY OF EL PASO:**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ruth Reyes  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Deborah G. Hamlyn, Deputy CAO  
Quality of Life Services

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**Child Care Local Match Contribution Agreement  
Upper Rio Grande Workforce Development Board**

<b>NAME OF CONTRIBUTOR</b>	<b>CITY OF EL PASO, CDBG Department</b>
----------------------------	---

<b>PLEDGED LOCAL MATCH AMOUNT</b>	
<b>DONATION</b>	
<b>TRANSFER</b>	\$ 106,655.00
<b>CERTIFICATION OF EXPENSE</b>	

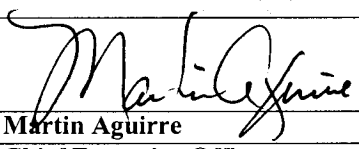
The contributor identified above pledges the local funds as indicated in order for the Upper Rio Grande Workforce Development Board (Board) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services in the Upper Rio Grande Workforce Development Area (workforce area).

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution; and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of the Texas Workforce Commission (Commission).

**SIGNATURES:** The person signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

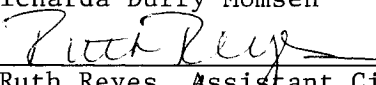
For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective October 1, 2004 and continuing through September 30, 2005.

	<b>CITY OF EL PASO, CDBG Department</b>	<b>UPPPER RIO GRANDE WORKFORCE DEVELOPMENT BOARD</b>
<b>Signature</b>		
<b>Printed Name</b>	Joe Wardy	Martin Aguirre
<b>Title</b>	Mayor	Chief Executive Officer
<b>E-mail Addresses</b>	mayor@ci.el-paso.tx.us	martin.aguirre@urgwdb.org

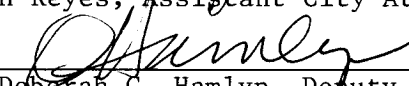
Attest:

City Clerk, Richarda Duffy Momsen

Approved as to Form:

  
Ruth Reyes, Assistant City Attorney

Approved as to Content:

  
Deborah G. Hamlyn, Deputy CAO for Quality of Life Services

**Child Care Local Match Contribution Agreement**  
**GENERAL AGREEMENT TERMS**

**SECTION 1:** The contributor, by executing this agreement, certifies that:

- a. It is not currently a party to an administrative proceeding pending before the Commission. If the contributor should become a party to an administrative proceeding before the Commission prior to acceptance of this agreement, this agreement shall be void.
- b. The contributor, if it is a for-profit entity, does not currently:
  - i) have a contractual relationship with the Commission for services or products of a value of \$50,000.00 or greater; or
  - ii) have a bid before the Commission for such a contract, except for a contract or bid that relates solely to providing child care services.
- c. Upon execution of this agreement, the contributor shall not enter into a contract with the Commission or submit a bid in response to a request for proposal issued by the Commission before the first anniversary of the date on which the Commission accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

**SECTION 2:** The contributor agrees as follows:

- a. To remit to the Board the pledged local share in accordance with Attachment 1, Item F, Donation/Transfer Payment(s) and Certification of Expense Schedule.
- b. For donations and transfers of funds, checks remitted by the contributor must be made payable to the **Texas Workforce Commission, or to the Upper Rio Grande Workforce Development Board**.
- c. To keep, and make available to the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes.
- d. When certifying the expense of private funds as the local match, to provide the Board with a statement that certifies the expense and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- e. When certifying the expense of public funds as the local match, to provide the Board with a statement that certifies the expense and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- f. To certify that expenses used as child care match are eligible for federal match, and were not used to match other federal funds.

- g. Donations or Certification of Expense from private entities:
  - (i) are donated or certified without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - (ii) do not revert to the donor's facility or use;
  - (iii) are not used to match other Federal Funds;
  - (iv) shall be certified both by the donor and by the Board;
  - (v) shall be subject to the audit requirements in 45 CFR 98.65; and
  - (vi) shall provide the Board, upon request, data needed for federal reporting purposes.

**SECTION 3:** The Board agrees as follows:

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds, to purchase child care services, including quality enhancement activities, within the workforce area consistent with the intent of this agreement.
- b. To ensure that child care services provided by funding made available through this agreement are only those provided in accordance with all applicable local, State, and federal laws and regulations.
- c. To ensure that expenditures resulting from a certification of expense by the contributor (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds; and were not federal funds unless authorized by federal law to be used to match other federal funds.
- d. Donations or Certification of Expense from private entities:
  - (i) are donated or certified without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - (ii) do not revert to the donor's facility or use;
  - (iii) are not used to match other federal funds;
  - (iv) shall be certified both by the donor and by the Board;
  - (v) shall be subject to the audit requirements in 45 CFR 98.65; and
  - (vi) shall provide the Board, upon request, data needed for federal reporting purposes.
- e. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

**SECTION 4:** The Board and the contributor agree as follows:

- a. "Child Care Local Match Contribution Information" form, is incorporated by reference.

- b. To comply with federal regulations in 45 CFR 98.53 and 98.54 regarding the donation of funds, transfer of funds, and certification of expenses by private and public entities as match for federal child care funds.
- c. To submit a certification of expense report, certifying that the child care related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- d. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- e. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal Child Care and Development Fund appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- f. These terms and conditions may be amended by written agreement of all parties at any time prior to the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.
- g. If federal, State, or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- h. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor's address as specified on Page 5 of this attachment.

## CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION FORM

### A. BOARD INFORMATION:

Board Name: Upper Rio Grande Workforce Development Board - 10		
Board Address: 221 N. Kansas, Suite 1000, El Paso, TX 79901		
Board Staff – Contact Name: Mary Sanchez	Phone: (915) 772-2002 Ext. 234	Fax: (915) 351-2790
E-mail Address: mary.sanchez@urgwdb.org		

### B. CONTRIBUTOR INFORMATION:

Contributor Name: City of El Paso, CDBG Dept.		
Contributor Address: 2 Civic Center Plaza - 3rd El Paso, TX 79901-1196		
Type of Entity: NOT FOR PROFIT, NOT FAITH BASED		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent:		17460007499
Contributor Contact Name: Winifred (Freddie) Dowling	Phone: (915)541-4025	Fax: (915)541-4993
E-mail Address: dowlingwx@elpasotexas.gov		

### C. ORIGINATING AGREEMENT INFORMATION:

Type of Contribution: <input type="checkbox"/> Donation (Private Entity) <input checked="" type="checkbox"/> Transfer (Public Entity) <input type="checkbox"/> Certification (Public Entity) <input type="checkbox"/> Certification (Private Entity)
Pledged Local Match Amount: \$ 106,655.00
Program Number: 10040T05
Did a Board Member assist in securing this local match agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
• If YES, Name of Board Member:
• How did the Board Member assist?

### D. AMENDMENT INFORMATION:

Amendment Number:
Purpose: <input type="checkbox"/> <b>Increase</b> Local Match Amount by \$      for a new Pledged Local Match Amount of \$ (See modified Schedule) <input type="checkbox"/> <b>Decrease</b> Local Match Amount by \$      for a new Pledged Local Match Amount of \$ (See modified Schedule) <input type="checkbox"/> Change in Schedule (payment dates and/or certification of expense report dates only) <input type="checkbox"/> End Date Extension to: <input type="checkbox"/> Other:

## E. UTILIZATION OF FUNDS DESCRIPTION:

The planned utilization of funds, including planned amounts, is described below. Utilization of funds must be in compliance with 45 CFR 98.53.

- Cash Contributions:** The description addresses the Board's planned utilization of local and federal funds resulting from donation and transfer of funds agreements.

	Description	Planned Funding
Direct Child Care	<p>\$ 106,655 will be contributed by the City of El Paso to provide child care for CCS eligible families, to include full-time, part-time or after school child care, and child care for children with special needs in designated centers.</p> <p>\$ 102,389 provide child care for CCS eligible families, to include full-time, part-time or after school child care, and child care for children with special needs in designated centers.</p> <p>\$ 100,733 will be allocated by the Board to the CCS Contractor to enhance and increase the supply of Child Care to eligible families within the Upper Rio Grande Workforce Development Board Area.</p>	Amount of funding: \$ 309,777.00
Child Care Quality Improvement	\$ 4,266 will be provided as a match by the Board to the City of El Paso (El Paso Rehab Center) to improve salaries and other compensation (such as fringe benefits) or overtime pay for attending meetings or training sessions, designated to improve the quality of child care, when applicable, for full-and part-time staff who provide child care services.	Amount of funding: \$ 4,266.00

- Certification of Expense:** The descriptions below describe (1) the allowable child care services that resulted in expenses certified by the contributor and (2) the Board's planned utilization of the resulting matched federal funds resulting from the certification of expense.

	Description	Funding
Direct Child Care	1. Expenses certified by the contributor and Sources of Funds:	Amount of funding: (Local Share) \$
Direct Child Care	2. Board's planned use of federal funds:	Amount of funding: (Federal Share) \$
Child Care Quality Improvement	1. Expenses certified by the contributor and Sources of Funds:	Amount of funding: (Local Share) \$
Child Care Quality Improvement	2. Board's planned use of federal funds:	Amount of funding: (Federal Share) \$



**F. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENSE SCHEDULE:** In compliance with Section 3 (a) of this agreement, the contributor will remit payment or reports of actual expense in accordance with the completed schedule below.

**1. Donation/Transfer Payment(s) (Local Funds)**

	Donation/Transfer Date	Actual Amount
1.	November 30, 2004	\$ 26,664.00
2.	January 31, 2005	\$ 26,664.00
3.	March 31, 2005	\$ 26,664.00
4.	May 31, 2005	\$ 26,663.00
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
<b>TOTAL</b>		<b>\$ 106,655.00</b>

❖ Donation/Transfer Date must be within the contract begin and end dates.

**2. Certification of Expenditures (Local Funds):**

	Certification Period	Reporting Date *	Planned Amount of Expense
1.	From to		
2.	From to		
3.	From to		
4.	From to		
5.	From to		
6.	From to		
7.	From to		
8.	From to		
9.	From to		
10.	From to		
11.	From to		
12.	From to		
<b>TOTAL</b>			

❖ Certification period must be within the contract begin and end dates.

❖ Explanation is required below if reporting dates are outside the contract end date.

*Completed forms, inquiries, or corrections to the individual information contained in this form shall be sent to Child Care Services, 101 East 15th Street, Room 130T, Austin, Texas 78778-0001, or by sending an e-mail to [childcare.programassistance@twc.state.tx.us](mailto:childcare.programassistance@twc.state.tx.us). Please call (512) 936-3137 if you have any questions. An individual may receive and review information that the Texas Workforce Commission collects regarding that individual by sending an e-mail to [open.records@twc.state.tx.us](mailto:open.records@twc.state.tx.us) or writing to TWC Open Records Unit, 101 East 15th Street, Room 264, Austin, Texas 78778-0001.*

## **MEMORANDUM OF UNDERSTANDING**

**By and Between**  
**The Upper Rio Grande Workforce Development Board, Inc.**  
**And**  
**City of El Paso, Texas**  
**And**  
**Upper Rio Grande Child Care Services Joint Venture**

The following Memorandum of Understanding (the Agreement) sets forth the terms of agreement between the Upper Rio Grande Workforce Development Board, Inc., hereafter referred to as the "Board" or as "URGWDB", the City of El Paso, Texas, hereafter referred to as the "City of El Paso, CDBG Department", and the Upper Rio Grande Child Care Services Joint Venture, hereafter referred to as the "CCS Contractor" all of whom agree to be partners in the Child Care Local Initiative program. This Agreement outlines the responsibilities and commitments of the partners during the term of the Agreement, effective October 1, 2004 through September 30, 2005.

The principal function of this agreement is to expand child care services by making funds available through a Contribution by the City of El Paso, CDBG Department and match funding of this Contribution with Federal dollars.

### **I. Contact Representatives**

All partners of this Agreement shall appoint a contact person to serve as the partner's point of contact. These individuals shall communicate, as needed, to ensure the success of this Agreement. Any modifications to the contact information contained herein, shall be shared appropriately with all parties.

#### **Upper Rio Grande Workforce Development Board, Inc.**

Contact Persons: David Olivas (MOU Issues); Dennis Amador (Fiscal Issues)  
Address: 221 N. Kansas, Suite 1000  
El Paso, Texas 79901  
Telephone: (915) 772-2002, ext. 229 (David) or 279 (Dennis)  
Fax Number: (915) 351-2790  
Email Address: [david.olivas@urgwdb.org](mailto:david.olivas@urgwdb.org); [dennis.amador@urgwdb.org](mailto:dennis.amador@urgwdb.org)

#### **City of El Paso, CDBG Department**

Contact Person: Winifred (Freddie) Dowling  
Address: 2 Civic Center Plaza – 3<sup>rd</sup> Floor  
El Paso, Texas 79901-1196  
Telephone: (915) 541-4025  
Fax: (915) 541-4993  
Email Address: [dowlingwx@ci.el-paso.tx.us](mailto:dowlingwx@ci.el-paso.tx.us)

## **Upper Rio Grande Child Care Services Joint Venture**

Contact Person: Barbara Alspaugh  
Address: 1600 N. Brown Street  
El Paso, Texas 79902  
Telephone: (915) 533-7528, ext. 379  
Fax: (915) 577-2526  
Email Address: [barbara.alspaugh@twc.state.tx.us](mailto:barbara.alspaugh@twc.state.tx.us)

### **II. Purpose of Agreement**

This agreement commits the Board, the City of El Paso, CDBG Department and the CCS Contractor to collaborate in a cooperative manner to expand child care services in the El Paso, Texas area. The City of El Paso, CDBG Department, as the Contributor, seeks to expand the availability of child care services by making a contribution in the amount of \$106,655 to provide child care for CCS eligible families, to include full-time, part-time or after school child care, and child care for children with special needs in designated centers.

In turn, Federal matching funds will be provided in the amount of \$102,389 to provide child care for CCS eligible families, to include full-time, part-time or after school child care, and child care for children with special needs in designated centers, and \$4,266 will be provided as a match by the Board to the city of El Paso (El Paso Rehab Center) to improve salaries and other compensation (such as fringe benefits) or overtime pay for attending meetings or training sessions, when applicable, for full-time and part-time staff who provide child care services. An additional \$100,733 will be allocated to enhance and increase the availability of child care to eligible families within the Upper Rio Grande Workforce Development Area. Total funds available for this Child Care Local Initiative Program are \$314,043 to be used as follows:

- Designated Direct Care - \$ 209,044 (Project Vida, Latch Key, YWCA and El Paso Rehabilitation Center)
- Undesignated Direct Care - \$ 100,733
- Designated Quality Care - \$ 4,266 (El Paso Rehabilitation Center)

The Board, as the Fiscal Agent and Oversight entity of all funding for child care services, will ensure that the funds donated by the City of El Paso, CDBG Department, and the resulting Federal matching funds to purchase child care services within the Board's area, are consistent with the intent of this Agreement. All parties also understand that the Texas Workforce Commission (TWC) is the lead agency in Texas for the Administration of Child Care and Development Fund monies available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 U.S.C. §9801, et seq.).

### **III. Roles and Responsibilities**

1. City of El Paso, CDBG Department, as the Contributor, agrees to the following:

- a. Keep and provide to the Board, adequate records to show that the local funds put forth in this agreement are eligible for matching purposes.
  - b. That child care services are only those provided in accordance with all applicable local, state and federal laws and regulations.
  - c. Such services covered by this agreement based on the Contribution of the City of El Paso, CDBG Department and the Federal match are as follows:
    - \$ 309,777 for Direct Child Care Services
    - \$ 4,266 for Quality Improvement
  - d. Direct Child Care services will be provided to eligible parents based on eligibility certification by the CCS Contractor.
  - e. Provide the Board, upon request, with the data needed for Federal, State or Local reporting purposes.
  - f. Submit checks or certify expenditures with appropriate documentation in the manner and schedule described in this agreement. Checks must be made payable to the Texas Workforce Commission and submitted to the Board.
    - \$ 26,664 – November 30, 2004
    - \$ 26,664 – January 31, 2005
    - \$ 26,664 – March 31, 2005
    - \$ 26,663 – May 31, 2005
  - g. Provide an on-site location for the CCS Contractor to certify eligibility.
2. Upper Rio Grande Workforce Development Board, Inc., as the Fiscal Agent and Oversight Entity, agrees to the following:
- a. Ensure use of the funds transferred by City of El Paso, CDBG Department, the Contributor, and the resulting Federal funds match, to purchase child care services within the URGWDB area, are consistent with the intent of this Agreement.
  - b. Ensure expenditures resulting from the transfer of funds by City of El Paso, CDBG Department, the Contributor, were not used to match other Federal funds and were not Federal funds unless authorized by Federal law to be used to match other Federal funds.
  - c. Inform the Contributor (City of El Paso, CDBG Department) of the time frames and procedures for transfer of funds during the funding period.

- d. Ensure that child care services covered under this Agreement are only those provided in accordance with all applicable local, state and federal laws and regulations.
3. Upper Rio Grande Child Care Services Joint Venture, agrees to the following:
  - a. Certify eligibility of parents for child care services in coordination with the Contributor, City of El Paso, CDBG Department.
  - b. Include the number of children served, number of days, unit rate, and parent fee in the monthly performance and expenditure reports.
  - c. Track actual expenditures from City of El Paso designated providers by quarter, ensuring that Local Match funds are exhausted prior to the utilization of the designated Federal portion of the matched funds. At the end of each of the quarters, any unspent Federal Match funds will be allocated to the General Fund to provide child care services to eligible families within the Upper Rio Grande Workforce Development Board Area, giving priority to the wait list.
    - First Qtr. – \$ 26, 663.75 Local Match, \$ 15,998.25 Federal Match
    - Second Qtr. – \$ 26, 663.75 Local Match, \$ 31,996.50 Federal Match
    - Third Qtr. – \$ 26, 663.75 Local Match, \$ 42,662.00 Federal Match
    - Fourth Qtr. – \$ 26, 663.75 Local Match, \$ 15,998.25 Federal Match
  - d. Coordinate with the Board's Chief Financial Officer or designated representative for draw down of funds for direct child care services provided to eligible parents not to exceed \$ 309,777 during the period of this Agreement, October 1, 2004 through September 31, 2005.
  - e. Bill the Board directly for Quality enhancement services not to exceed \$4,266 provided under this agreement and reimburse providers.
4. The Upper Rio Grande Workforce Development Board, Inc. and City of El Paso, CDBG Department, the Contributor, jointly agree to the following:
  - a. That agreed upon local operating plans and procedures, which must be in compliance with Federal and State (TWC) child care policies and procedures will be used to implement and carry out the terms and intent of this Agreement.
  - b. That this Agreement is contingent upon the availability of Federal Child Care and Development Funds. If such funds are otherwise unavailable or reduced, written notice will be given by any party of termination, payment suspension or funding reduction.

- c. In the event adequate local funds for the purposes set forth in this Agreement are not received by the Board and TWC, the contract and/or services funded under this arrangement may be terminated.
- d. The Contributor is under no obligation to continue its transfer of funds in the event that the Federal funds generated by this Agreement are not used consistent with the terms of this Agreement. These terms and conditions may be amended by written agreement of all parties at any time prior to the effective date of the period of service delivery as indicated in the agreement.
- e. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Agreement on the part of any of the parties, substantially unreasonable or impossible and if the parties should be unable to agree upon any amendment which would, therefore, be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- f. Direct child care services will be provided after eligibility has been determined by the CCS Contractor.

#### **IV. Entire Agreement, Modification and Assignment**

This Agreement shall constitute the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. This Agreement may not be assigned by any party hereto without the prior written consent of the remaining parties.

#### **V. Duration**

This Agreement shall remain in effect until terminated in accordance with this section. Any party may withdraw from this Agreement by giving written notice of intent to withdraw at least thirty (30) days in advance of the effective withdrawal date. Notice shall be given to all parties at the addresses shown in Section I of this Agreement and to the contact persons so listed, considering any information updates received by the parties pursuant to Section I.

#### **VI. No Joint Venture, Partnership or Legal Association Intended**

No joint venture, partnership or other legal relationship is expressed or implied by the execution or fulfillment of this Agreement among the parties. A formalized structure such as these is expressly rejected by the parties to this Agreement.

**VII. Authorized Signatures**

It is expressly acknowledged by the Parties that this Agreement is not intended to grant control or right of control over any of the other parties' professional judgements or actions outside this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship or to allow any party to this Agreement the right to exercise control or direction over the manner or method by which the other parties provide the services that are not made part of this Agreement.

**EXECUTED** this \_\_\_\_ day of September, 2004.

SIGNATURES ON FOLLOWING PAGE

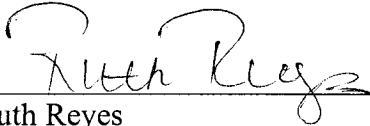
**THE CITY OF EL PASO**

\_\_\_\_\_  
Joe Wardy  
Mayor


**ATTEST:**

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

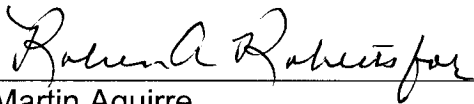
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ruth Reyes  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Deborah G. Hamlyn, Deputy CAO  
Quality of Life Services

**UPPER RIO GRANDE WORKFORCE  
DEVELOPMENT BOARD, INC.:**

By:   
\_\_\_\_\_  
Martin Aguirre  
Chief Executive Officer

(The foregoing representative of URGWDB  
expressly represents that execution of this  
Contract has been lawfully authorized by  
URGWDB)

**YOUNG WOMEN'S CHRISTIAN ASSOCIATION,  
EL PASO DEL NORTE REGION (YWCA)  
UPPER RIO GRANDE CHILD CARE SERVICES  
JOINT VENTURE;**

By:   
\_\_\_\_\_  
Cindy Nance  
Chief Executive Officer

(The foregoing representative of YWCA  
expressly represents that execution of this  
Contract has been lawfully authorized by THE  
YWCA)